

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of July, 2019, by and between Independent School District #709, a public corporation, hereinafter called Duluth, and Cloquet Public Schools ISD #94, hereinafter called Cloquet.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Duluth will provide services for Cloquet at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 8th, 2019 and shall remain in effect until August 30, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Early Childhood Birth – 2 Speech service and Due Process documentation for nine children in Cloquet’s district. Direct speech service are 25.5 hours. An additional up to 34.5 hours may be needed for evaluation, prep and progress reporting.
3. **Background Check.** Background check is on file with Duluth for their business needs, and will be made available for review if Cloquet should request.
4. **Reimbursement.** In consideration of the performance of Duluth of its obligations pursuant to this Agreement, Cloquet hereby agrees to reimburse Duluth for its services and expenses in performing said obligations up to a sum not to exceed 60 hours or \$ 3,687. This will be billed a Pro-Rata Rate of \$64.45 to include Salary and Fringe Benefits.

Cloquet is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by Cloquet within 30 days of submission of a proper invoice by the Duluth;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that Cloquet has reimbursed Duluth for any expense claimed by Duluth shall not preclude Cloquet from questioning the propriety of any such item. Cloquet reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Duluth. This clause shall not be construed to bar any other legal remedies Cloquet may have to recover funds expended by Duluth for disallowed costs.

7. **Ownership of Materials.** Cloquet reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Duluth has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the Duluth and Cloquet agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Cloquet shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Cloquet's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Cloquet hereby agrees to defend, indemnify and hold Duluth harmless from all claims relating to its work pursuant to this Agreement.

In the event that Cloquet breaches its obligation to defend, indemnify and hold Duluth harmless, then in addition to its other damages Duluth shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Cloquet to Duluth shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane Director of Special Services Department, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by Duluth to Cloquet shall be deemed to have been given by depositing the same in writing in the United States Mail to Superintendent of Cloquet Schools Michael Cary, Cloquet Public Schools ISD #94, 302 – 14th Street, Cloquet MN 55720.

11. **Assignment.** Cloquet shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the Duluth.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Duluth further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** Duluth shall not commence work under the contract until they have obtained all the insurance described below and Cloquet Public Schools has approved such insurance. Duluth shall maintain such insurance in force and effect throughout the term of the contract.


Duluth is required to maintain and furnish satisfactory evidence of the following insurance policies:

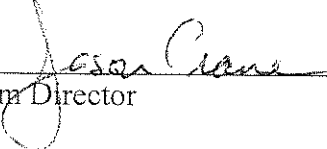
Workers’ Compensation Insurance: Duluth must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Duluth will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Duluth is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the Duluth agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on Duluth’s website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 41-6000450
Cloquet Public School Signature SSN/Tax ID Number
Date

 7/8/19
Program Director Date

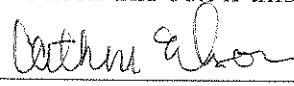
Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval.

This contract revenue will go to the following budget

01-420-005-740-000-2400.00

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

 7-8-19
CFO/Superintendent of Schools/Board Chair Date